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10          PARKER, ESQ.

11           **UNITED STATES DISTRICT COURT**  
12           **WESTERN DISTRICT OF WASHINGTON (TACOMA)**

13          JAMES A. BIGELOW

14          Case No.: 3:14-cv-05798 BHS

15          Plaintiff,

16          vs.

17          NORTHWEST TRUSTEE SERVICES, INC.;  
18          GREEN TREE SERVICING, LLC;  
19          MORTGAGE ELECTRONIC  
20          REGISTRATION SYSTEMS, INC.;  
21          WRIGHT, FINLAY & ZAK, LLP, TICOR  
22          TITLE COMPANY, NATIONWIDE TITLE  
23          INSURANCE COMPANY, RENEE  
24          PARKER, and DOE DEFENDANTS 1-20,

25          Defendants.

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For the reasons stated below, Plaintiff fails to provide a proper response to Defendants' Motion to Dismiss, and the Complaint must be dismissed without further leave to amend.

## **MEMORANDUM OF POINTS AND AUTHORITIES**

**I. PLAINTIFF IS NOT PROVIDED COMPLETE RELIEF FROM ALL RULES AND LAWS DUE TO HIS STATUS AS A PRO SE LITIGANT**

The Opposition filed by JAMES BIGELOW (“Plaintiff”) generally argues that because he is a pro se litigant he is essentially afforded protection from all rules and laws governing his pleadings, and has leeway to act outside of established guidelines (Opposition, ¶¶ 2, 10). This is not the leeway the courts have considered. To allow otherwise would open the proverbial floodgates in encouraging litigants to file pleadings without the assistance of an attorney in order to circumvent promulgated requirements.

Although the Court must construe a pro se plaintiff's complaint liberally, Plaintiff nonetheless must satisfy Fed. R. Civ. P. 8(d)(1), which requires each allegation to be "simple, concise, and direct." This requirement "applies to good claims as well as bad, and is the basis for dismissal independent of Rule 12(b)(6)." *McHenry v. Renne*, 84 F.3d 1172, 1179 (9th Cir. 1996). "Something labeled a complaint but written more as a press release, prolix in evidentiary detail, yet without simplicity, conciseness and clarity as to whom plaintiffs are suing for what wrongs, fails to perform the essential functions of a complaint." *McHenry*, 84 F.3d at 1180. "Prolix, confusing complaints ... impose unfair burdens on litigants and judges." *McHenry*, 84 F.3d at 1179.

“Nevertheless, while the court may excuse ambiguities in a *pro se* Plaintiff’s complaint, the court “does not excuse [a complaint’s] failures.” *Round Valley Indian Tribes v. United States*, 102 Fed. Cl. 634, 636 (2011) (citing *Henke v. United States*, 60 F.3d 795, 799 (Fed.Cir.1995)). “Although a pro se litigant’s pleadings are held to a less stringent standard, this does not relieve him of” his other burdens. *Jenson v. F.A.A.*, No. CV-10-0234-CI, 2011 WL

**RESPONSE TO OPPOSITION TO MOTION  
TO DISMISS BY DEFENDANTS GREEN  
TREE SERVICING LLC, MERS, WFZ AND  
RENEE M. PARKER, ESO.**

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1 2491428, at \*2 (E.D. Wash. June 22, 2011) (citing *Minehan v. United States*, 75 Fed.Cl. 249,  
 2 253 (Fed.Cl.2007); *Bernard v. United States*, 59 Fed.Cl. 497, 499 (Fed.Cl.2004)).

3 As a result, Plaintiff must meet the most basic guidelines in order to obtain relief.  
 4 Because of the failure of Plaintiff to do so – after making three attempts – the Complaint must  
 5 be dismissed without leave to amend.

## 6 II. **DEFENDANTS' MOTION TO DISMISS IS NOT A DEMURRER**

7 Plaintiff's Opposition goes through great lengths to state the Motion to Dismiss is a  
 8 "demurrer" and therefore unavailable to Defendants as a litigation tool (Opposition, ¶¶ 3-10).

9 Defendants' Motion to Dismiss is not a "demurrer" or a "procedural nullity" as  
 10 contended by Plaintiff. "Under other authority, in the absence of a statute or rule or the consent  
 11 of the parties, the court ordinarily may not treat a motion to dismiss and a demurrer as  
 12 interchangeable. [*State ex rel. Johnson v. Consumers Public Power Dist.*, 142 Neb. 114, 5  
 13 N.W.2d 202 (1942)]. Further, a motion to dismiss may not be treated as a demurrer where it  
 14 attacks a pleading on a ground that may not be reached by demurrer [*De Lisle v. Spitler*, 349  
 15 Mo. 649, 162 S.W.2d 854 (1942)]." 71 C.J.S. Pleading § 628 (December, 2014).

16 In fact Defendants' Motion to Dismiss is allowed under Federal Rules of Civil  
 17 Procedure 12(b), which states: "[A] party may assert the following defenses by motion: (6)  
 18 failure to state a claim upon which relief can be granted[.] A motion asserting any of these  
 19 defenses must be made before pleading if a responsive pleading is allowed."

20 The "harsh result" argued by Plaintiff is also without merit (Opposition, ¶ 10). Based on  
 21 the past rulings of this Court, Plaintiff knows that the Court can allow leave to amend the  
 22 pleadings after dismissal of a complaint.

23 However here, Plaintiff has already had three attempts to plead the merits of his case  
 24 without success. Case law is clear that where amendment to the pleadings would be futile, a  
 25 court may dismiss a complaint without further leave to amend. See *Havas v. Thornton*, 609 F.2d  
 26 372 (9th Cir. 1979). Based on this, Defendants seek dismissal without leave to amend.

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27 RESPONSE TO OPPOSITION TO MOTION  
 28 TO DISMISS BY DEFENDANTS GREEN  
 TREE SERVICING LLC, MERS, WFZ AND  
 RENEE M. PARKER, ESQ.

WFZ File No. 282-2014009

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1           **III. THE COURT CAN CONSIDER ALL DOCUMENTS PLAINTIFF ATTACHED**  
 2           **TO HIS COMPLAINT, AND DEFENDANTS' CERTIFIED COPIES OF JAMES AND**  
 3           **CAROLYN BIGELOW'S DIVORCE DOCUMENTS, IN THE MOTION TO DISMISS**

4           Plaintiff contends that Defendants' submission of documents, specifically those  
 5 consisting of documents *filed and used by Plaintiff in the Complaint*, cannot now be used by  
 6 Defendants and must be stricken (Opposition, ¶¶ 9, 27-31). Plaintiff also states that Defendants  
 7 failed to provide certified copies of the divorce documents used to support Defendants'  
 8 contention that Carolyn Bigelow is a necessary party. Both of these contentions are incorrect;  
 9 without more, the mere fact that Plaintiff does not like that documents he personally executed  
 10 and filed in public record that are now contrary to his claims here is not a basis for this Court to  
 strike them from the record.

11           On a motion to dismiss pursuant to F.R.C.P. 12(b)(6), a court may consider documents  
 12 offered by defendants that were originally referenced in Plaintiffs' complaint. *See e.g., United*  
 13 *States v. Ritchie*, 342 F.3d 903, 907-08 (9th Cir. 2003) ("A court may, however, consider  
 14 certain materials-documents attached to the complaint, documents incorporated by reference in  
 15 the complaint, or matters of judicial notice-without converting the motion to dismiss into a  
 16 motion for summary judgment"); *Outdoor Media Group, Inc. v. City of Beaumont*, 506 F.3d  
 17 895, 899-900 (9th Cir. 2007) (A court may consider the allegations contained in the pleadings,  
 18 exhibits attached to the complaint, and matters properly subject to judicial notice.); *In re Stac*  
 19 *Electronics Securities Litigation*, 89 F.3d 1399, 1405 n.4 (9th Cir. 1996) ("Documents whose  
 20 contents are alleged in a complaint and whose authenticity no party questions, but which are not  
 21 physically attached to the pleading, may be considered in ruling on a Rule 12(b)(6) motion to  
 22 dismiss."); *Lowden v. T-Mobile USA, Inc.*, 2009 WL 537787 (W.D.Wash. 2009) (stating that,  
 23 on a motion to dismiss, a court "may consider documents incorporated into a complaint either  
 24 by reference or because the document is central to the Plaintiffs' claim") (citing *Marder v.*  
 25 *Lopez*, 450 F.3d 445, 448 (9th Cir. 2006)).

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RESPONSE TO OPPOSITION TO MOTION  
 TO DISMISS BY DEFENDANTS GREEN  
 TREE SERVICING LLC, MERS, WFZ AND  
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WFZ File No. 282-2014009

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1       Further, Defendants obtained and filed *certified copies* of the documents from Plaintiff's  
 2 divorce from Carolyn Bigelow (*see* Opposition, ¶¶ 28-29). Had Plaintiff reviewed Document  
 3 67, Pages 48-84, he would have found stamps from the Superior Court for Snohomish County  
 4 showing every document was a certified copy obtained directly from the Court. Plaintiff's  
 5 arguments stating the documents were not certified are made either with direct knowledge of  
 6 their falsity, or from a lack of attention. Either way, the argument is without merit and should  
 7 be ignored.

8                  **IV. CAROLYN BIGELOW IS AN INDISPENSABLE PARTY**

9       Despite the fact that the Subject Property, defined as the real property commonly known  
 10 as 10018 CASCADIAN AVENUE SE, YELM, WASHINGTON 98597 ("Subject Property"), is  
 11 owed by both Plaintiff *and* non-party CAROLYN BIGELOW, Plaintiff tries to state that any  
 12 grant of relief in this case does not need to include Carolyn Bigelow (Opposition, ¶¶ 13-15).

13      Because Carolyn Bigelow is not a party to this action, the Court and Defendants cannot  
 14 know whether this litigation is in her best interests, comports to any claims that she may raise at  
 15 a later date, or that Carolyn Bigelow wishes to even retain the Subject Property.

16      Rule 19(a)(1) of the Federal Rules of Civil Procedure requires all persons be joined to the  
 17 litigation if: "(A) in that person's absence, the court cannot accord complete relief among  
 18 existing parties; or (B) that person claims an interest relating to the subject of the action and is  
 19 so situated that disposing of the action in the person's absence may: (i) as a practical matter  
 20 impair or impede the person's ability to protect the interest; or (ii) leave an existing party subject  
 21 to a substantial risk of incurring double, multiple, or otherwise inconsistent obligations because  
 22 of the interest." *See also, Carpenters 46 Northern California Counties Joint Apprenticeship &*  
*Training Committee and Training Board v. Eldredge*, 459 U.S. 917 (1982).

24      This Court already ordered Plaintiff to join Carolyn Bigelow as a party. *See* Order  
 25 Granting Defendants' Motion to Dismiss and Plaintiff Leave to Amend entered on January 29,  
 26

27      RESPONSE TO OPPOSITION TO MOTION  
 28 TO DISMISS BY DEFENDANTS GREEN  
 TREE SERVICING LLC, MERS, WFZ AND  
 RENEE M. PARKER, ESQ.

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1 2015 as Docket Item No. 35, Pages 5-6. Plaintiff could have complied by adding Carolyn  
 2 Bigelow either as a plaintiff or a defendant, and Plaintiff was allowed to amend the Complaint  
 3 with this specific purpose. However, for whatever reason Plaintiff refuses to add Carolyn  
 4 Bigelow to this litigation, and his refusal to do so is willful defiance of an order by this Court.

5 Further, Plaintiff relied on lack of service to Carolyn Bigelow as grounds to oppose her  
 6 default on Defendants' counter-complaint for judicial foreclosure (*see* Motion in Opposition to  
 7 Amended Motion for Entry of Default, Docket Item No. 57, ¶5). This means Plaintiff is now  
 8 judicially estopped from his arguments that Carolyn Bigelow is not a necessary party. "Judicial  
 9 estoppel is an equitable doctrine that precludes a party from gaining an advantage by asserting  
 10 one position, and then later seeking an advantage by taking a clearly inconsistent position."  
 11 *Hamilton v. State Farm & Cas. Co.*, 270 F.3d 778, 782 (9th Cir. 2001). A party seeking to assert  
 12 a later inconsistent position must either derive an unfair advantage or impose an unfair  
 13 detriment on the opposing party if not estopped. *Id.*; *Arkison v. Ethan Allen, Inc.*, 160 Wash.2d  
 14 5345, 538, 160 P.3d 13 (2007).

15 Because Plaintiff has had ample time and opportunity to add Carolyn Bigelow as a party,  
 16 and has demonstrated he cannot or will not include her in this litigation, Defendants request that  
 17 the Complaint be dismissed without further leave to amend.

18 **V. PLAINTIFF'S FAIR DEBT COLLECTION PRACTICES ACT ARGUMENT**  
**FAILS**

19 The Opposition attempts to rebut all of the arguments raised by Defendants by simply  
 20 stating that Plaintiff is a "consumer" by definition (Opposition, ¶ 16). This argument has no  
 21 relation to the defenses raised by Defendants, which went to the fact that Defendants are not  
 22 "debt collectors" by definition or as a matter of law. Since Plaintiff failed to properly rebut  
 23 Defendants' arguments, he should be deemed to have accepted them without opposition.

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26  
 27 RESPONSE TO OPPOSITION TO MOTION  
 28 TO DISMISS BY DEFENDANTS GREEN  
 TREE SERVICING LLC, MERS, WFZ AND  
 RENEE M. PARKER, ESQ.

WFZ File No. 282-2014009

Renee M. Parker (SBN 36995)  
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1       **VI. PLAINTIFF'S CONSUMER PROTECTION ACT ("CPA") ARGUMENT FAILS**

2       Plaintiff's opposition states he is not pursuing fraud as a per se violation of the CPA  
 3 (Opposition, ¶ 19), but then immediately states that the very basis of his allegation is predicated  
 4 on "false and misleading documents" he claims Defendants executed and recorded (Opposition,  
 5 ¶¶ 20-21, 23). If this is not an allegation of fraud, it is unclear what Plaintiff *does* allege.

6       In order for a fraud claim to survive a dismissal for inadequacy under CR Rule 9(b), "a  
 7 Complaint needs to state the time, place, and specific content of the false representations as well  
 8 as the identities of the parties to the misrepresentation." *Edwards v. Marin Park, Inc.*, 356 F.3d  
 9 1058, 1066 (9th Cir. 2004). "[T]he circumstances constituting fraud or mistake shall be stated  
 10 with particularity." CR Rule 9(b); *Schreiner Farms, Inc. v. Am. Tower, Inc.*, 173 Wn. App. 154,  
 11 163 (2013) ("Facts showing fraud must be alleged with particularity."). "Threadbare recitals of  
 12 the elements of a cause of action, supported by mere conclusory statements, do not suffice."  
 13 *Ashcroft v. Iqbal*, 556 U.S. 662, 679 (2009) (citing *Bell Atl. Corp v. Twombly*, 550 U.S. 544,  
 14 555 (2007)) (emphasis added). As the Supreme Court explained, "[p]articularity requires that  
 15 the pleading apprise the defendant of the facts that give rise to the allegation of fraud." *Adams v.*  
 16 *King County*, 164 Wn.2d 640, 662, 192 P.3d 891 (2008).

17       In reality, Plaintiff does not allege the 'who, what, when, and where' elements of fraud;  
 18 Plaintiff only presents unfounded and unsupported allegations that Defendants committed a "per  
 19 se violation" of the statute under the guise of "fraud" to support his CPA claim (Complaint, ¶  
 20 221). Plaintiff relies upon one statement to support this contention in stating "[i]t is impossible  
 21 to frame definitions which embrace all unfair practices..." (Complaint, ¶ 220). What Plaintiff  
 22 fails to do is demonstrate an *actual* or *per se* violation of the CPA by Defendants.

23       These statements are not enough to prove all five required elements to plead a CPA  
 24 claim under *Johnson v. Camp Auto., Inc.*, 148 Wn. App. 181, 185 (2009), which are "(1) unfair  
 25 or deceptive act or practice; (2) occurring in trade or commerce; (3) public interest impact; (4)  
 26 injury to plaintiff in his or her business or property; [and] (5) causation." Plaintiff also fails to

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1 show any proximate cause between the “alleged misrepresentation or deceptive practice and the  
 2 purported injury” under *Hangman Ridge Training Stables, Inc. v. Safeco Title Ins. Co.*, 105  
 3 Wn.2d 778, 793 (1986)) in either his Complaint or Opposition. In fact, Plaintiff cannot show  
 4 any proximate cause because his failure to tender monthly payments under the Note and Deed  
 5 of Trust are the only cause for the foreclosure. The CPA is not designed to protect litigants in  
 6 these circumstances. *See, Massey v. BAC Home Loans Servicing LP*, 2013 WL 6825309 at \*8  
 7 (W.D. Wash. 2013) (any injuries associated with foreclosure proceedings “were caused solely  
 8 by her own default.”).

9 Due to this demonstrated futility and defect in his arguments, Plaintiff’s Complaint must  
 10 be dismissed without leave to amend.

## 11 **VII. DEFENDANTS DID NOT VIOLATE THE DEED OF TRUST ACT (“DTA”)**

12 Plaintiff’s Opposition goes to great lengths to cite case law that is no longer controlling in  
 13 order to support his DTA claim (Opposition, ¶¶ 21-26). *Frias* is now the current guideline in  
 14 determining whether a DTA claims exists if foreclosure did not occur: “However, since the  
 15 parties filed their opening briefs in this appeal, the Washington Supreme Court released its  
 16 decision in *Frias*, in which it held that ‘there is no actionable, independent cause of action for  
 17 monetary damages under the DTA based on DTA violations absent a completed foreclosure  
 18 sale.’” *Meyer v. U.S. Bank, National Association*, 3:14-cv-05188 at Pg. 11 (W.Dist. Wash, Mar.  
 19 5, 2014) (citing *Frias v. Asset Foreclosure Services, Inc.*, 181 Wash.2d 412, 429 (2014)).

20 Defendants already demonstrated it did not complete its non-judicial foreclosure sale for  
 21 the Subject Property by filing its judicial foreclosure as a counter-complaint in this case.  
 22 Accordingly, Plaintiff’s arguments in support of his DTA claim are riddled with defect and fail,  
 23 and must be dismissed without leave to amend.

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1           **VIII. DEFENDANTS ARE ALLOWED TO FILE A DECLARATION TO SUPPORT**  
 2           **BUSINESS RECORDS, AND PLAINTIFF DOES NOT CITE PROPER GROUNDS TO**  
 3           **HAVE THE DECLARATION STRICKEN**

4           From a procedural standpoint, the Opposition improperly asks this Court to strike the  
 5           Declaration of Edward Born because 1) Plaintiff is attempting to depose Born, and 2) Born  
 6           inexplicably lacks “personal knowledge” of the facts of this loan (Opposition, ¶ 27).

7           Rule 901(b)(1) of the Federal Rules of Evidence (“FRE”), which was specifically cited  
 8           in the Request for Judicial Notice (“RJN”) filed concurrently with Defendants’ Motion to  
 9           Dismiss, allows testimony from a knowledgeable witness. FRE 803(6) allows an exception to  
 10          hearsay where the records being introduced are records made in the regular course of business  
 11          and as a regularly conducted activity. The Declaration by Edward Born clearly states Born has  
 12          knowledge of Green Tree’s business records, and also acts as the “required affidavit” Plaintiff  
 13          cites as defects in Defendants’ Motion (Opposition ¶¶ 28, 30). Plaintiff abjectly fails to show  
 14          how or why the declaration should be stricken, and his argument fails.

15          With respect to the “attempt to depose” Edward Born, Plaintiff sent a letter dated March  
 16          23, 2015 to counsel for Green Tree entitled “Request for Contact Information” wherein Plaintiff  
 17          demanded, among other things, the address for Edward Born’s personal residence and Born’s  
 18          personal phone number in order to contact Born to arrange for his deposition. On March 30,  
 19          2015 Plaintiff was notified by counsel for Green Tree that his correspondence was not a proper  
 20          deposition request, and that any such requests must be served through Green Tree’s attorney  
 21          and not to Edward Born directly. This is the known extent of Plaintiff’s discovery requests,  
 22          which is not enough reason to strike RJN No. 1 to the Motion to Dismiss.

23          Further, documents whose contents are alleged in a complaint may be considered in  
 24          ruling on a CR 12(b)(6) motion to dismiss without converting the motion into a motion for  
 25          summary judgment pursuant to CR 56. *Rodriguez v. Loudeye Corp.*, 144 Wn. App. 709, 726  
 26          (2008) (“ER 201(b) authorizes the court to take judicial notice of a fact that is ‘not subject to

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1 reasonable dispute in that it is . . . capable of accurate and ready determination by resort to  
 2 sources whose accuracy cannot reasonably be questioned.””); *Sebek v. City of Seattle*, 172 Wn.  
 3 App. 273, 275 n.2 (2012) (same). The Note, which was the subject of the Born Declaration and  
 4 authenticated thereby, is cited by Plaintiff extensively throughout the Complaint and is thusly  
 5 allowed to be considered by this Court in ruling on the Motion to Dismiss.

6 **IX. PLAINTIFF'S CONSUMER PROTECTION ACT CLAIM IS BARRED UNDER**  
**RCW § 19.86.120**

7 Plaintiff's Consumer Protection Act (“CPA”) claim is barred by a four-year limitations  
 8 period. RCW 19.86.120 (“Any action to enforce a claim for damages under RCW 19.86.090  
 9 shall be forever barred unless commenced within four years after the cause of action accrues.”).  
 10 Plaintiff stating it isn't barred does not change this result (Opposition, ¶ 17).

11 The statute of limitations on a CPA cause of action under RCW § 19.86.020 begin to  
 12 accrue when the Deed of Trust is executed, not when foreclosure is commenced. *See e.g.*,  
 13 *Wescott v. Wells Fargo Bank, N.A.*, 862 F.Supp.2d 1111, 1118 (W.D.Wash. 2012); *Zhong v.*  
 14 *Quality Loan Svc. Corp. of Washington*, 2013 WL 5530583, \*4 (W.D.Wash. 2013) (citing  
 15 *Howard v. Countrywide Home Loans, Inc.*, C13-0133JL R, 2013 WL 1285859 (W.D.Wash.  
 16 Mar.26, 2013); *Green v. A.P.C.*, 136 Wash.2d 87, 960 P.2d 912, 915 (Wash.1998).

17 Plaintiff claims Defendants' violation of the CPA stems from the Deed of Trust naming  
 18 MERS as beneficiary in a nominee capacity (*see* Complaint, ¶¶ 19-20, 43-44), meaning the  
 19 mere naming of MERS caused all other documents executed at a later time to be invalid  
 20 (Complaint, ¶ 57). The Deed of Trust was executed on or about April 24, 2007 and because this  
 21 event took place over six years ago Plaintiff's CPA claim is time-barred by statute.

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## **VI. CONCLUSION**

WHEREFORE, based upon the facts and conclusions above, Defendants requests that:

1. Defendants' Motion to Dismiss be GRANTED;
  2. Plaintiff's Opposition to Defendant's Motion to Dismiss be OVERRULED;
  3. This action be dismissed in its entirety with prejudice, without additional leave to amend; and
  4. For such other and further relief as the Court deems just and proper.

Dated: April 14, 2015

Respectfully submitted,  
**WRIGHT, FINLAY, & ZAK, LLP**

By:

Renee M. Parker, WSBA # 36995

Attorneys for Defendants,  
GREEN TREE LOAN SERVICING LLC,  
MORTGAGE ELECTRONIC  
REGISTRATION SYSTEMS, INC.  
("MERS"), WRIGHT, FINLAY & ZAK, L  
and RENEE M. PARKER, ESQ

**RESPONSE TO OPPOSITION TO MOTION  
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## **DECLARATION OF SERVICE**

The undersigned declares as follows:

On April 15, 2015, I served the foregoing document: **RESPONSE TO PLAINTIFF'S  
OPPOSITION TO MOTION TO DISMISS PLAINTIFF'S SECOND AMENDED COMPLAINT  
BY DEFENDANTS GREEN TREE SERVICING LLC, MORTGAGE ELECTRONIC  
REGISTRATION SYSTEMS, INC., WRIGHT, FINLAY & ZAK, LLP and RENEE M. PARKER,  
ESQ** on interested parties in this action by placing a true copy thereof enclosed in a sealed envelope via  
postage prepaid, regular first class mail and/or electronic service as follows:

**SERVICE VIA U.S. MAIL:**

**CHAMBER COPY:**

The Honorable Benjamin H. Settle  
United States Courthouse  
1717 Pacific Avenue, Room 3100  
Tacoma, WA 98402 – 3200

## ELECTRONIC SERVICE:

PLAINTIFF:

James A Bigelow  
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## NORTHWEST TRUSTEE SERVICES INC.: THE FUTURE OF FINANCIAL SERVICES

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**INTERESTED PARTY/TENANT AT PROPERTY**

Timothy Dietz  
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I declare under penalty of perjury under the laws of the State of Washington and the United States of America that the foregoing is true and correct.

DATED this 15th day of April, 2015

  
Steven E. Bennett

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